

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		
In re: Debtor(s).	CASE NO.:	

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date:	Time:
Location:	

Type of Sale: ☐ Public ☐ Private Last date to file objections: _____

Description of Property to be Sold: _____

Terms and Conditions of Sale: _____

Proposed Sale Price: _____

Overbid Procedure (If Any): _____

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Date: _____

EXHIBIT A

**Properties: Vacant land (APN 0617-183-14 and APN 0617-183-15) located in
Twenty-nine Palms, CA 92277**

I. TERMS AND CONDITIONS OF SALE

a. Purchase Price: The Buyer has agreed to pay the Debtors' bankruptcy estate a total of \$10,000.00. for each parcel. Buyer has tendered a deposit of \$1,000.00 for each parcel in the form of a cashier's check to the escrow holder. The escrow holder has provided the Trustee with receipts of funds of the deposits. The deposits are non-refundable in the event the Buyer cannot timely complete the sale as provided herein. The balance of purchase price, or \$9,000.00 for each parcel, shall be deposited into escrow on or prior to the close of escrow.

b. Purchase Without Warranties: The Buyer acknowledges that it is purchasing the Properties from Trustee "AS IS" without warranties or representations of any kind, express or implied, concerning the condition of the Properties or the title thereto, or any other matters relating to the Properties.

c. Acknowledgement of Trustee's Capacity: The Buyer is expressly aware and fully informed that Trustee is selling the Properties in his capacity as the Chapter 7 Trustee of the bankruptcy estate of In re James E. and Carma M. Goldsborough, Case No. 6:09-16256 MJ. No personal liability shall be sought or enforced against Trustee with regard to the Agreements.

d. Acknowledgement of Liability: The Buyer is expressly aware and understand the terms and conditions of the Agreements and holds the estate and the realtors, brokers, agents, Trustee (Christopher R. Barclay), and LECG, LLC, his attorneys, agents and employees harmless from any liabilities arising from the Agreements.

e. Approval of the Bankruptcy Court: The Buyer is aware that this transaction is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California.

II. OVERBID PROCEDURE

a. The bidding shall begin with the Buyer's \$10,000.00 offer for each parcel, subject to overbid in increments of not less than \$1,000.00 with the first overbid being \$12,000.00 for each parcel.

b. In order to participate, each prospective bidder shall deposit with Trustee \$1,000.00 for each parcel (the "Deposit") payable to Christopher R. Barclay, Chapter 7 Trustee. Further, overbids must be in writing and be received by Trustee no later than two (2) court days before the hearing.

c. Overbids must be accompanied by a certified check for the amount of the Deposit, along with proof that the prospective bidder is pre-qualified for any corresponding loan. In the event the prospective bidder is not the successful bidder, the Deposit shall be returned to the prospective bidder at the conclusion of hearing.

d. The deposits of the successful bidder shall be non-refundable and immediately forfeit should the successful bidder fail to perform and complete the sale. Such forfeiture shall not be construed as liquidated damages but shall be deemed to be the minimum amount of damages suffered by the estate without prejudice to Trustee's or the bankruptcy estate's right to pursue further damages for any and all breaches by the successful bidder.

e. In the event the successful bidder does perform, the Deposit shall be credited to the purchase price. Trustee will accept the bid which constitutes the highest and best offer for the benefit of the bankruptcy estate and its creditors. Unless otherwise specified by each bidder, all bids shall be deemed to be on terms and conditions not less favorable to the bankruptcy estate than the terms and conditions to which the buyer has agreed to purchase the Properties as set forth in this Motion. All deposits by the successful bidder shall be non-refundable and the sale shall be deemed final upon receipt of the same, subject to entry of an Order of the United States Bankruptcy Court approving the sale.

In re JAMES E GOLDSBOROUGH CARMA M GOLDSBOROUGH Debtor(s).	CHAPTER 7 CASE NO.: 6:09-16256-MJ
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

P. O. Box 26099, Santa Ana, CA 92799

The foregoing document described **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On March 12, 2010 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at email address(es) indicated below:

Christopher R Barclay barclay7trustee@lecg.com, cbarclay@ecf.epiqsystems.com
Jenny L Doling jd@4jdlaw.com
Ramesh Singh claims@recoverycorp.com
United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov
Miguel A Valente mv@4jdlaw.com

☐ Service information continued on attached page

II. SERVED BY U.S. MAIL:

On March 12, 2010 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

Judge

Honorable Meredith A. Jury
United States Bankruptcy Court
3420 Twelfth Street, Suite 345
Riverside, CA 92501

☐ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY:

Pursuant to F.R.Civ.P.5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

<u>March 12, 2010</u> Date	<u>Laura Lorscheider</u> Type Name	<u>/s/ Laura Lorscheider</u> Signature
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